



REQUEST FOR PROPOSALS

Sustainable Energy for Schools and Municipalities Program

Date Issued: Monday, January 08, 2024

Questions Due on or before 5:00pm: Friday, **February 2, 2024**

Proposals Due on or before 5:00pm: Friday, **March 1, 2024**

Vermont Public Service Department
112 State Street
Montpelier, Vermont 05620-2601
(802) 828-2811
TTY/TTD (VT): 1-800-734-8390
Internet: <http://publicservice.vermont.gov/>

OVERVIEW

This request for proposals (RFP) is intended to provide financial and technical support for the installation and/or repair of clean energy technologies in underserved public schools in communities and municipalities in Vermont to lower their energy costs, decrease harmful air emissions from heating and power sources; and increase the exposure and experience with clean energy technologies in these public buildings. The clean energy measures to be supported via this project will be limited to the following three technologies: solar photovoltaics (PV), advanced wood heating, and cold climate air- or ground-source heat pumps.

The Public Service Department (PSD or Department) requests project proposals from qualifying Vermont public schools and municipalities for the installation of eligible clean energy measures in their publicly owned buildings.

Projects eligible to be supported through this RFP are the following energy measures:

1. Installation of high efficiency advanced pellet or woodchip boilers/furnaces.
2. Installation of solar photovoltaic systems \leq 15 kW of AC rated capacity.
3. Installation of cold-climate air to air or air to water heat pump systems.
4. Installation of ground source heat pump system.
5. The repair of an existing system of the above four technologies to keep them operational and/or to increase the efficiency and/or decrease air emissions.

The energy measures incentivized in the project must be with new equipment that is commercially available, UL listed (or equivalent). Clean heating measures must meet or exceed the eligibility requirements for the State of Vermont's and Efficiency Vermont's incentives for those technologies and must be installed by professionals in Efficiency Vermont's Energy Excellency Network for the technology type being installed. Designs for the incentivized energy measures will be required to receive approval from the State of Vermont and/or Efficiency Vermont prior to installation. Project installations funded via this RFP must make improvements to the baseline energy efficiency of the building after installation.

Each school, town, or city may only submit one proposal. School Districts or School Unions can submit a proposal for more than one school in their district. Municipalities and schools that have buildings located in the same town/city can both submit proposals for their separate buildings. Proposed projects must be installed in schools or municipal buildings located in Vermont. Projects receiving grant awards and the subcontractors retained by the contractor for the project(s) must complete the project(s) no later than September 01, 2025. **Grants will not be awarded for, and grant funds cannot be used for, projects that have started construction or installation, or for equipment purchases made prior to a grant agreement being executed.**

PROGRAM SUMMARY:

Award Description	
Recipient Eligibility:	Vermont Elementary or Secondary School, or a Vermont municipality.
Funding Type:	Program Grant/federal subrecipient award. Funds are federal funds from the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”).
Total Amount available: Maximum Grant: Minimum Grant:	\$1,000,000 \$250,000 \$25,000
Total Project Cost Share Required from subrecipients:	20%
Eligible Projects:	<ul style="list-style-type: none"> • Installation of new advanced wood-fueled heating systems. • Installation of new solar photovoltaic systems 15kW or smaller (AC). • Installation of cold-climate heat pumps (air or ground). • Repairs of existing wood heating, heat pump, or solar system to improve efficiency and keep operational.
New Heating Systems Requirements:	<p>Pellet fueled heating systems (boilers, furnaces) that are:</p> <ol style="list-style-type: none"> 1.) Highly efficient ($\geq 85\%$) 2.) Low particulate emissions (≤ 2.0 grams per hour) <p>Woodchip fueled heating systems that are:</p> <ol style="list-style-type: none"> 1.) Highly efficient ($\geq 80\%$) 2.) Low particulate emissions (≤ 2.0 grams per hour) <p>Air-Source Heat Pumps that are on Efficiency Vermont’s Qualifying Products List¹ for air-sourced heat pumps rebates.</p> <p>Ground-source Heat Pumps that are ENERGY STAR[®] certified (water-to-air and water-to-water heat pumps) or have AHRI certified EER performance under full load</p>

¹ <https://qualifiedproducts.encyvermont.com/evt/products?search.searchGroup=Heat%20Pumps%20-%20Ducted%20%26%20Ductless>

	conditions of at least 16.1 for water-to-water and 17.1 for water-to-air.
Additional Grant Program Requirements	<ul style="list-style-type: none"> • There are Federal requirements listed in Appendix D • Schools will be required to participate in the Efficient and Healthy Schools Program² during the grant term and an on-site outdoor particulate emission monitor will be required to be installed (where wireless internet is available) at each school that receives grant funding. The Efficient and Healthy Schools Program can be leveraged both to provide limited technical assistance for the project, but also to gain recognition for the school’s achievements, including potential use of a media kit to promote these efforts. • Used, rebuilt, or refurbished equipment is not eligible. • The installation of a Purple Air³ (or similar) particulate emission gird-connected meter.

Submitting A Proposal

Proposals must arrive at the Public Service Department (PSD) office by 5 p.m. on Friday, March 1, 2024. Proposals must be emailed. Proposals received after this time and date will not be considered. Information for what information is to be included in the Application is below starting on page five of this RFP.

Any questions regarding this RFP should be submitted in writing, preferably by email, with the subject line, “2024 SESM Program RFP.” **Questions can be submitted at any time but are due on our before 5:00 PM, Friday, February 2, 2024** and will be answered comprehensively at the CEDF web site⁴ alongside this RFP the following week after they are received.

Proposals and questions should be sent (preferably by email) to the PSD addressed to:

Christopher Heine
 Clean Energy Program Specialist
 Email: christopher.heine@vermont.gov

Vermont Public Service Department
 112 State Street
 Montpelier, VT 05620-2601
 Phone: (802) 522-7554

² <https://efficienthealthyschools.lbl.gov/>

³ <https://www2.purpleair.com/>

⁴ <https://publicservice.vermont.gov/renewables/clean-energy-development-fund-cedf/recent-announcements>

RFP GENERAL INFORMATION

Number of Proposals: While only one proposal may be submitted per eligible applicant (applicant is a city, town, or school), a school district or union may submit applications for more than one school in their district/union. A town/city may apply for a non-school municipal building if a school located in their boundaries is also submitting a proposal; a school may submit an application if the town/city they are located in is also submitting a proposal for a non-school municipal building.

Term: The projects funded under this solicitation should be operational and completed on or before September 01, 2025.

Measurement and Verification (M&V): Each project shall follow the prescribed M&V plan. See Appendix B for notes on the M&V requirements.

Reporting: Reporting shall be required for all projects receiving an award. Reporting shall include quarterly progress reports, M&V reporting, as well as a final report submitted before the subrecipient grant agreement's end date.

Quarterly reports and a final project report shall include expenditures made, specific activities, and results. Ten percent of grant funds will be held back until the final report has been received and approved by the PSD. Full reporting requirements will be included in any grant agreements.

Cost Share: Applicants will be required to demonstrate their required cost share of the project's total costs. That cost-sharing must be indicated in the proposal. A letter of commitment identifying the cost share and its source of funding shall be included as part of the proposal. For example, if a school needs approval from a school board to commit the cost share funds, a copy of the commitment letter from the school board must be included in the submitted proposal. Cost Share cannot be from another federal source of funds.

Exclusions: All projects must be in a town or city in Vermont. Grant/award funds cannot be used for projects that have already begun construction or for equipment purchases made before a grant agreement with the PSD has been signed/executed.

Revisions: The PSD reserves the right to make necessary changes to this RFP at any time, including termination of the program if in the best interest of the State.

Federal Requirements: Federal requirements and restrictions will flow down to the subrecipients/sub-awardees in this program. See Appendix D for a list of the federal requirements and restrictions that recipients of funds via this program will have to comply with.

INFORMATION REQUIRED IN PROPOSALS

A Proposal and a Proposal Summary Sheet (attached as Appendix A) must be completed for projects to be considered for grant funding. The subrecipient will need to match no less than 20% of the project's total cost and shall specify the source of the cost match. All grant funds (including match) must be used for activities related to the project during the grant period (cash

or time spent on the project prior to the grant period cannot be applied as matching funds). Projects that receive grant funding must be completed on, or prior to, September 01, 2025.

Proposals must be submitted as a pdf or Microsoft Word documents and be sent via email to Christopher Heine [Christopher.Heine@Vermont.gov] at the Vermont Public Service Department. Proposals must arrive prior to the deadline.

Proposals will be reviewed and scored and those selected for an award will be notified and a grant agreement will need to be executed before any part of the funded project can commence.

See “Evaluation Criteria” on page seven for scoring criteria. School Districts/School Unions that submit more than one application may be asked to prioritize the schools in their proposals based on the highest need.

Required Proposal Components

Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant’s ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, and so forth are not desired. Emphasis should be on completeness and clarity of content.

Proposals should be no longer than ten pages, including the Summary Sheet. Proposals should use no less than a 12-point font and one-inch margins. Resumes, letters of support, and the Budget Worksheet, or appendixes **do not** count toward the 10-page limit. The Summary Sheet and all other information count towards the 10-page limit.

A. Summary Sheet – Proposals must include a complete Proposal Summary Sheet. The Summary Sheet is attached as Appendix A.

B. Project Description Details - Details must include the following information:

1. **Project Title** – Provide a descriptive title for the project.
2. **Identification of Applicant Organization** – State the full name and physical address of the town, city, or school submitting the Proposal and list the principal contact(s) and their contact information.
3. **Project Description** that shall include, at a minimum:
 - a) **Description of the proposed project/clean energy measure** including what will be installed, the capacity size in kW and/or BTU of the installation, the make and model of the equipment to be installed or the repairs to be made.
 - b) **Statement of Project Need** describing the need(s) the project will address or the problems the project will solve. Include data to demonstrate the need and cite the source of the data.
 - c) **Statement of Financial Need** describing the financial need of the entity making the proposal, including the financial need of the entire community and if the school/town/city (or parts of it) is in, or serves, a disadvantaged community(ies) as

listed by the Climate and Economic Justice Screening Tool (CEJST)⁵. State whether the project would happen without grant funding via this RFP.

- d) **Budget details** using the supplied Excel budget sheet, that includes all expenses and a brief narrative description of the budget details provided.
- e) **Estimated annual fuel (gallons) and/or electricity (kWh) savings** from the proposed project. If available/possible, provide an estimate of any additional energy savings that the project would create for the overall site/building.
- f) Estimated annual cost savings from the proposed project.
- g) **Energy (kWh and/or BTUs) projected to be generated** by the clean energy measure.
- h) **Pollution control equipment to be installed** and/or in existence (for wood fueled heating systems only).

Optional Information that can be included:

- a) **GHG changes** (anticipated emissions reductions).
- b) **Anticipated air pollutants** change per pollutant.
- c) **Special Considerations** describing any other information that might assist the State in its selection.

C. Work Plan & Timeline

Describe in narrative form the plan for accomplishing the work required to procure and complete the proposed project. Include a description of any activities in support of the proposal that have already been completed or are in process, if any.

Describe the plan for project oversight, quality assurance measures, and financial management, and which team member(s) will have these responsibilities.

Provide a timeline for the project development and implementation.

D. Budget

Please use the Excel version of a budget worksheet that is required of all proposals.

METHOD OF AWARD

Awards will be made in the best interest of the State. All other considerations being equal, priority will be given first to projects in communities with the lowest income levels and if the school/municipality is in or serves a disadvantaged community⁶. Qualitative determinations will be made regarding community need and community impacts.

- 1. **Evaluation Criteria:** A selection committee will review, analyze, and rank all submittals based on their response to the information requested. At a minimum, the selection process will

⁵ <https://screeningtool.geoplatform.gov/en/#6.15/43.883/-72.452>

⁶ <https://screeningtool.geoplatform.gov/en/#6.77/43.911/-72.601>

include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance:

- a) Financial Need
- b) Population served (to advantage disadvantaged communities)
- c) Measurable results and evaluation
- d) Fossil fuel savings
- e) Energy/energy cost savings amounts
- f) Prior PSD grants/awards
- g) Geographical Equity
- h) Project's leverage of/coordination with other projects, programs, or funding
- i) Pollution emission reductions (including particulates from wood combustion)
- j) Increase in the health and safety of students and staff at the school
- k) Increase of local business revenue cycles within Vermont
- l) Community involvement and acceptance of the project

2. Budget:

- a) Budget line items and amounts are sufficiently described and justified to explain the necessity of each item
- b) Costs are reasonable and competitive

GENERAL STATE TERMS AND CONDITIONS OF AWARDS

1. Projects funded through this RFP must comply with the programmatic agreement between the PSD and the Vermont State Historic Preservation Office. While energy improvements to historic buildings are greatly encouraged, they must be carefully planned to avoid unintended consequences. Funded work must not harm or destroy historic buildings or archeological sites that are eligible for or listed on the National Register of Historic Places. Many municipal and school buildings that are over 50 years old are likely to meet National Register criteria. The Vermont Division for Historic Preservation can provide information on National Register status, appropriate treatments for improving energy performance in historic buildings, and a list of preservation consultants who can assist applicants in planning their projects. Generally, boiler/furnace upgrades will meet preservation guidelines. Applicants may want to consult the Division's website at www.historicvermont.org
2. The PSD reserves the right to reject any and all proposals received as a result of this RFP for any reason, to waive minor irregularities in any proposals received, and to negotiate with any party in any manner deemed necessary to best serve the interests of the State.
3. The PSD shall not be responsible for any costs incurred by any party in preparation of any proposal submitted in response to this RFP.

4. The PSD reserves the right to amend or cancel this RFP at any time if the best interest of the State requires such action.
5. All entities submitting proposals shall be Equal Opportunity Employers. During the duration of the performance any grant agreement resulting from this RFP, the awardee shall comply with all federal, state, and local laws respecting non-discrimination in employment.
6. After a grant agreement is executed, the PSD will reimburse the Subgrantee for actual work performed and expenses incurred up to the specified grant amount. Specific payment provisions will be arrived at upon mutual agreement of the parties. All payments will require the submission of an itemized billing of work performed to date in sufficient detail to justify payment. Final payment will require the submission of a final report.
7. Insurance: The awardee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.
8. The PSD and the State assume no liability in any fashion with respect to this RFP or any matters related thereto. All prospective contractors and their subcontractors or successors, by their participation in the RFP process, shall indemnify, save and hold the State and its employees and agents free and harmless from all lawsuits, causes of action, debts, rights, judgments, claims, demands, damages, losses and expenses or whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a contractor and any action brought by an unsuccessful applicant.

APPENDIX A -- PROPOSAL SUMMARY SHEET

[This is only the summary sheet, complete proposals require additional information]

Applicant Entity:

Contact Name:

Email:

Phone:

Title:

Authorized Representative (if different contact)

Name:

Title:

Proposed Project Description: *(Please include a list of tasks to complete project; project timeline including estimated start and completion dates)*

Estimated Total Project Cost \$: _____

Grant Funds Requested \$: _____

Source for Matching Funds:

Approvals Required (include a brief description of any State, town, or school board approvals received or needed for project):

Permitting Required (include a list of permits to needed for the project):

Preliminary Planning/Project Development (Describe any planning or project development that has been completed for the project):

Signature of Authorized Representative:

Date:

Printed Name of Authorized Representative:

Appendix B – Measurement, Verification and Reporting Requirements.

The measurement, verification (M&V) and other reporting will follow state and Federal Department of Energy requirements. Reporting will include quarterly and final reporting as well as detailed reporting including but not limited to the pre and post project energy consumption, generation, fuel usage, and emission measurements.

A complete M&V and grant reporting document will be posted next to this RFP at:

<https://publicservice.vermont.gov/renewables/clean-energy-development-fund-cedf/funding-opportunities-projects>

APPENDIX C – BUDGET SHEET

[This is an image of the Excell Sheet. Please download the Excel version at:
<https://publicservice.vermont.gov/renewables/clean-energy-development-fund-cedf/funding-opportunities-projects>]

Vermont Public Service Department			
PROPOSED BUDGET - Sustainable Energy for Schools and Municipalities Program Proposal			
APPLICANT NAME:			
PROJECT TITLE:			
1. CAPITAL COSTS <i>(provide supporting info and/or detail in budget narrative tab)</i>	PSD \$ Requested	Applicant's Funds as Cash [not in-kind] Match \$	Project Total Cost
<i>List item(s) to be purchased</i>			
Subtotal Capital Costs:	\$0	\$0	\$0
2. SUBCONTRACTOR SERVICES & SALARIES <i>(provide supporting info and/or detail in budget narrative tab)</i>	PSD \$ Requested	Applicant's Funds as Cash [not in-kind] Match \$	Project Total Cost
<i>List provider and service (e.g., Engineering, Design, Installation, etc.), including hours and rates</i>			
Subtotal Subcontractor Services:	\$0	\$0	\$0
3. OTHER <i>(itemize and explain in budget narrative tab)</i>	PSD \$ Requested	Applicant's Funds as Cash [not in-kind] Match \$	Project Total Cost
<i>List item(s) (e.g. Administration costs)</i>			
Subtotal Other:	\$0	\$0	\$0
4. TOTAL DIRECT COSTS (1-3)	\$0	\$0	\$0
Total Project Cost	\$0.00		
Applicant's Cash Match	0.00		
Match as % of Total Costs	#DIV/0!		
PSD Grant Requested (MAXIMUM \$200,000)	\$0.00		
Total Grant Funding	\$0		

APPENDIX D -- Federal Terms and Conditions.

Subrecipients (those receiving a grant via this RFP) shall comply with the 50 terms & conditions listed in the following attachment as required by the Vermont PSD's Award Assistance Agreement # 10167 with the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE").

Subrecipients will be required to agree to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

In the listing of the terms and conditions below any reference to "Recipient" shall also apply to all Subrecipients of the PSD via grant awards made under this RFP.

Table of Contents

Subpart A.	General Provisions	3
Term 1.	Legal Authority and Effect	3
Term 2.	Flow Down Requirement	3
Term 3.	Compliance with Federal, State, and Municipal Law	3
Term 4.	Inconsistency with Federal Law	3
Term 5.	Federal Stewardship	3
Term 6.	Federal Involvement	3
Term 7.	NEPA Requirements	5
Term 8.	Performance of Work in United States	6
Term 9.	Foreign National Access	7
Term 10.	Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	7
Term 11.	Reporting Requirements	8
Term 12.	Lobbying	8
Term 13.	Publications	8
Term 14.	No-Cost Extension	9
Term 15.	Property Standards	9
Term 16.	Insurance Coverage	9
Term 17.	Real Property	10
Term 18.	Equipment	10
Term 19.	Supplies	11
Term 20.	Property Trust Relationship	11
Term 21.	Record Retention	11
Term 22.	Audits	11
Term 23.	At Risk Requirements	12
Subpart B.	Financial Provisions.....	13
Term 24.	Maximum Obligation	13
Term 25.	Cost Sharing.....	13
Term 26.	Refund Obligation	14
Term 27.	Allowable Costs	14
Term 28.	Indirect Costs.....	14
Term 29.	Use of Program Income.....	15
Term 30.	Payment Procedures	15
Term 31.	Budget Changes.....	17
Subpart C.	Miscellaneous Provisions	18
Term 32.	Environmental, Safety and Health Performance of Work at DOE Facilities	18
Term 33.	Insolvency, Bankruptcy or Receivership.....	18
Term 34.	Reporting Subawards and Executive Compensation	19
Term 35.	System for Award Management and Universal Identifier Requirements	23
Term 36.	Nondisclosure and Confidentiality Agreements Assurances	25
Term 37.	Subrecipient and Vendor Approvals.....	26
Term 38.	Subrecipient Change Notification.....	27
Term 39.	Conference Spending	28
Term 40.	Recipient Integrity and Performance Matters	28
Term 41.	Export Control	30
Term 42.	Current and Pending Support	30
Term 43.	Interim Conflict of Interest Policy for Financial Assistance.....	32
Term 44.	Organizational Conflict of Interest	32
Term 45.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.....	33
Term 46.	Participants and Other Collaborating Organizations	34
Term 47.	Human Subjects Research.....	35
Term 48.	Fraud, Waste and Abuse	36
Term 49.	Continued Use of Real Property and Equipment	37
Term 50.	Buy American Requirement for Infrastructure Projects	37

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if

applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. Technical Milestones and Deliverables

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the

Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

F. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Congressionally Directed Spending provided for Sustainable Energy in Schools and Public Buildings for the Vermont Public Service Department.
2. DOE has determined the following list of activities would not require additional review; provided the projects adhere to the Vermont DOE executed Historic Preservation Programmatic Agreement (PA):
 - a. Technical support, developing partnerships, and outreach activities.
 - b. Installation of solar PV that would not require the removal or trimming of trees, would not be visible from the public right of way, if roof mounted: would not require building reinforcement, if ground mounted: installed within the boundaries of an existing facility (defined as an already disturbed area due to regular ground maintenance), would not be visible from general public views, and would not affect character-defining features of the building.
 - c. Installation of advanced wood heating (wood pellet or dry wood chip) and supporting storage silos; provided that projects adhere to the PA, are located in a previously disturbed area, do not require tree removal or tree trimming, and do not require structural reinforcement, install and operate Best Achievable Control Technology (BACT), and obtain and comply with required permits.
 - d. Installation of air source heat pumps
 - e. Installation of ground sourced heat pumps provided that projects adhere to the PA, are limited to horizontal/ vertical, closed-loop systems with a capacity of 5.5 tons or smaller, within previously disturbed areas defined as area adjacent to the

structure that are actively maintained and manicured, do not require tree removal or tree trimming, and do not require structural reinforcement.

3. The Recipient shall adhere to the restrictions and requirements of the DOE-executed Historic Preservation Programmatic Agreement. The agreement is available at <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
4. The Recipient is required to review the PowerPoint presentations on NEPA and historic preservation prior to commencing work on the above activities. The presentations are available at www.energy.gov/node/4816816.
5. The Recipient is required to submit an annual Historic Preservation Report via the Performance and Accountability for Grants in Energy system (PAGE) at www.page.energy.gov.
6. The VPSD is required to submit a quarterly NEPA Log for all projects involving ground disturbance. Sample NEPA logs can be found at: www.energy.gov/node/4816816. NEPA Logs must be submitted to GONEPA@ee.doe.gov and your DOE Project Officer.
7. Solar PV installations proposed for buildings within two miles of an airport operating an air traffic control tower shall contact DOE NEPA division at GONEPA@ee.doe.gov for a solar glare analysis prior to installation.
8. In the event activities in a proposed project are not listed in or do not meet these conditions, the Recipient would work with their DOE Project Officer to request an individual NEPA review for their proposed project. For activities requiring individual NEPA review, an Environmental Questionnaire (EQ1) (found at <https://www.eere-pmc.energy.gov/NEPA.aspx>) must be submitted for review by the DOE.

This authorization is specific to the project activities and locations as described in the SOPO approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved SOPO and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 8. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the

purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 9. Foreign National Access

The Recipient may be required to provide information to DOE in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the Recipient (including any of its subrecipients, contractors or vendors) anticipates involving foreign nationals in the performance of its award, the Recipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded.

Term 10. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 11. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](#) website.

C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Building Technologies Office Award Number DE-0010167."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or

implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

The Award may be subject to a Data Management Plan as part of the Intellectual Property clause set that explains how data generated in the course of the work performed under this Award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

Term 14. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 22. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 23. At Risk Requirements

The Contracting Officer determined the Recipient is high risk based on the high dollar amount of TBD Subrecipient and associated TBD Cost Share partners.

Based on this determination, the Contracting Officer has incorporated the following requirements into this Award.

- The Recipient will be placed on ACH payment method and required to submit invoice supporting documentation as specified by the Payment Procedures Term of the Award.
- Certain DOE funds are restricted per Term 37. Subrecipient and Vendor Approvals in the Special Terms and Conditions of this Award.

The Recipient may report any change in circumstances that impact the Contracting Officer's determination that it is At Risk. If the Recipient believes that its circumstances have changed to this degree, the Recipient may request a re-evaluation at any time after six months from the initial determination. Please provide a written request and support to the DOE Award Administrator.

EERE will remove this Term, in part or in its entirety, by modification to the Award if the conditions that prompted it have been corrected, subject to approval by the Contracting Officer.

Subpart B. Financial Provisions

Term 24. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 25. Cost Sharing

A. Cost Sharing Obligations

The Recipient must provide the “Cost Share” amount stated in Block 12 of the Assistance Agreement to this Award. EERE and the Recipient’s cost share for the total estimated project costs are listed below.

Table 1

EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Project Costs
\$1,000,000 / 80%	\$250,000 / 20%	\$1,250,000

The Recipient must provide its required “Cost Share” amount as a percentage of the total project costs in each invoice period for the duration of the project period. Specifically, the cumulative cost share percentage provided to date on each budget period must reflect, at a minimum, the cost sharing percentage specified in the Award.

B. Cost Share Obligation If Award Terminated or Discontinued

If the Award is terminated or is otherwise not funded to completion, the Recipient is not required to provide the entire “Cost Share” amount stated in Block 12 of the Assistance Agreement to this Award; however, the Recipient must provide its share (i.e., percentage as shown in Table 1 above) of the total project cost reimbursed as of the date of the termination or discontinuation.

C. Source of Cost Share

The Recipient may not use Federal funds to meet its cost sharing obligations, unless otherwise allowed by Federal law.

D. Inability to Comply with Cost Sharing Obligations

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DOE Award Administrator in writing immediately. The notification must include the following information: (1) whether the Recipient intends to continue or phase out the project, and (2) if the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient’s share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, EERE may recover some or all of the financial assistance provided under this Award. The amount EERE would seek to recover under this Term would be predicated on EERE's analysis of the Recipient's compliance with their cost sharing obligation under the Award.

Term 26. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 27. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 28. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through the Recipients fiscal year end 2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:**i. Modification to Indirect Cost Billing Rates**

EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Cost Sharing Indirect Costs

Indirect costs may be used as cost share only with prior approval from the Contracting Officer.

iii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 29. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must use the program income to meet its cost sharing requirement.

Term 30. Payment Procedures**A. Method of Payment**

Payment will be made by reimbursement through ACH.

B. Requesting Reimbursement

Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, the Recipient must enroll at <https://vipers.doe.gov>. Detailed instructions on how to enroll are provided on the web site.

C. Timing of Submittals

Submittal of the SF-270 or SF-271 should coincide with the Recipient's normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the Federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

D. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

E. Payments

The EERE approving official will approve the invoice as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the EERE approving official, the ORFSC will disburse payment to the Recipient. The Recipient may check the status of payments at the VIPERS web site. All payments are made by electronic funds transfer to the bank account specified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.²

F. Supporting Documents for Agency Approval of Payments

For non-construction awards, the Recipient must submit a Standard Form SF-270, "Request for Advance or Reimbursement," at <https://vipers.doe.gov> and attach a file containing appropriate supporting documentation.

The following additional items are required:

- Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying Federal, non-Federal, and total amounts.
- *Applicable to for-profit recipients and subrecipients* UCC filing proof for all equipment acquired with project funds (i.e., Federal share or Recipient share) and equipment offered as cost share.

- Invoices or summary cost data showing all categories listed in the SF-424A for Subrecipients with over \$250,000 total project costs or >25% of total project costs.
- Invoices for Vendors with over \$250,000 total project costs.
- Invoices/receipts for Equipment over \$50,000.
- Explanation of cost share for invoicing period, including cost category and rationale if cost share exceeds or is below award requirements.
- If there are unauthorized phases and/or tasks for the current budget period in the NEPA Requirements term in these Special Terms and Conditions, a statement affirming that no invoiced costs are related to tasks or activities prohibited by the NEPA Requirements term.

The EERE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

G. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 31. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions**Term 32. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 33. Insolvency, Bankruptcy or Receivership

- A. The Recipient shall immediately, but no later than five days, notify EERE of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent,

- or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.
- B. Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Award.
 - C. Upon the occurrence of any of the four events described in paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.
 - D. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

Term 34. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
 - 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
 - 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example,

if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)

- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.

B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 - 1. The total Federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - 2. In the preceding fiscal year, the Recipient received:
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)
 - 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
 - 1. As part of the Recipient's registration profile at <https://www.sam.gov>.
 - 2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under

\$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 1. A Governmental organization, which is a State, local government, or Indian tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this award; and

2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
1. Salary and bonus.
 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 5. Above-market earnings on deferred compensation which is not tax-qualified.
 6. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 35. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 36. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 37. Subrecipient and Vendor Approvals

- A. *At Risk Notice.* The Recipient must obtain written approval by the Contracting Officer for reimbursement of costs associated with subrecipients/activities/vendors listed in paragraph B. below. If the subaward is under \$250,000, the Recipient must submit a Statement of Project Objectives, and basis of cost estimate. If the subaward is for \$250,000 or more, the Recipient must submit a Statement of Project Objectives, and Budget Justification. The Recipient is restricted from expending project funds (i.e., Federal share and Recipient share) on the subrecipients’ and/or vendors’ supporting the tasks identified in paragraph B. below unless and until the Contracting Officer provides written approval. At its discretion, EERE may not reimburse costs incurred prior to the date of any such written approval by the Contracting Officer.
- B. Contracting Officer approval as set out above is required for the following:

<u>Task #</u>	<u>Activity and Subrecipients /Vendor</u>	<u>Total Amount (\$)</u>
2.6.1	Vermont Schools/Municipalities	\$239,548
2.6.2	Vermont Schools/Municipalities	\$239,548
2.6.3	Vermont Schools/Municipalities	\$239,548
2.6.4	Vermont Schools/Municipalities	\$239,548
2.6.5	Vermont Schools/Municipalities	\$239,548
Total		\$1,197,738

The Contracting Officer may require additional information concerning these tasks prior to providing written approval.

- C. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the tasks identified in paragraph B. above for allowable costs incurred, or EERE will recognize costs incurred toward cost share requirements, if any, in

accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

Term 38. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 39. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 40. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 41. Export Control

The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” To ensure compliance with Export Controls, it is the Recipient’s responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Certain information, technology or material under an award may be considered export-controlled items that cannot be released to any foreign entity (organization, company, or person) without a license. All recipients, including subrecipients, must take the appropriate steps to obtain any required licenses, monitor and control access to restricted information and material, and safeguard all controlled items to ensure compliance with Export Controls. Under no circumstances may any foreign entity (organizations, companies, or persons) receive access to an export-controlled item unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

The Recipient shall immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 42. Current and Pending Support

Prior to award, the Recipient was required to provide current and pending support disclosure statements and a CV or Biosketch for each principal investigator (PI) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. In accordance with the Federal Assistance Reporting Checklist, throughout the life of the award, the Recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI and senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the Recipient must submit updated current and pending disclosure statements within thirty (30) days of the change. The Recipient must ensure all PIs and

senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PIs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.
- Identify any overlap, duplication of effort, or synergistic efforts, with a description of the other award or activity to the current and pending support.
- Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE.

All PIs and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during

the period of performance of the award should circumstances change which impact the responses provided above.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum Vita (SciENCv), a cooperative venture maintained at <https://www.ncbi.nlm.nih.gov/sciencv/>, and is also available at <https://www.nsf.gov/bfa/dias/policy/nsfapprovedformats/cps.pdf>. The use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats. If the NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above.

Term 43. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must include all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the with the other requirements set forth in DOE’s interim COI Policy.

Term 44. Organizational Conflict of Interest

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization. 2 CFR 200.318(c)(2).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award unless continued performance is determined to be in the best interest of the Federal government.

The Recipient is responsible for ensuring subrecipient compliance with this term.

Term 45. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal funds and recipient cost share) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation,

reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 46. Participants and Other Collaborating Organizations

Prior to award, the Recipient was required to provide the following information on participants and other collaborating organizations. If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the Recipient must submit updated information within 30 calendar days after the end of the quarterly reporting period in which the change occurred:

A. What individuals have worked on the project

List of (1) Project director(s)/Principal investigator(s) (PDs/Pis); and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

i. Name and role the person played in the project

The total number of months (including partial months) (Calendar, Academic, Summer) that the individual worked on this project and it what role, using the project roles identified below.

ii. Project Roles:

PD/PI

Co PD/PI

Faculty

Community College Faculty

Technical School Faculty

K-12 Teacher

Postdoctoral (scholar, fellow or other postdoctoral position)

Other Professional

Technician

Staff Scientist (doctoral level)

Statistician

Graduate Student (research assistant)

Non-Student Research Assistant

Undergraduate Student

Technical School Student

High School Student

Consultant

Research Experience for Undergraduates (REU) Participant

Other (specify)

iii. How the person contributed to the project**iv. The person's state, U.S. territory, and/or country of residence**

The location from which the person collaborated (internationally or U.S.-based). Whether this person collaborated internationally with an individual located in a foreign country and whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

If the participant was not U.S.-based, whether this person traveled to the U.S. or another country as part of a collaboration, and, if so, where and what the duration of stay was.

B. Other organizations involved as partners

Partner organizations – academic institutions, other nonprofits, industrial or commercial firms, state or local governments, schools or school systems, or other organizations (foreign or domestic) – that have been involved with the project.

C. Other collaborators or contacts involved

Significant collaborators or contacts within the recipient's organization that may not be covered by "What people have worked on the project?" Likewise, some significant collaborators or contacts outside the recipient's organization may not be covered under "What other organizations have been involved as partners?"

Identify the state(s), U.S. territory(ies), or country(ies) of collaborations or contacts.

Term 47. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will

involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: [HUMAN SUBJECTS Human Subjects Pr... | U.S. DOE Office of Science \(SC\) \(osti.gov\)](#).

Term 48. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in

appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Term 49. Continued Use of Real Property and Equipment

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

1. continues to use the property for the authorized project purposes;
2. complies with the applicable reporting requirements and regulatory property standards
3. as applicable to for-profit entities, UCC filing statements are maintained; and
4. submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance (“Request for Continued Use”). The Recipient’s written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310 – 200.316.

Term 50. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-

based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement-means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy -including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project-means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public-The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

Recipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the CO. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest—Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability—The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost—The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The recipient may request a waiver with specific conditions that support the policies of IJIA/BABA and Executive Order 14017.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis and/or feedback from OMB or the public. DOE’s final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.